DOCUMENT RESUME

ED 320 715 RC 017 544

TITLE	Intermunicipal Cooperation: A Survey of Local Governments. A Rural Resources Special Focus Report.
INSTITUTION	New York State Legislative Commission on Rural Resources, Albany.
PUB DATE	Aug 85
NOTE	43p.
PUB TYPE	Reports - Research/Technical (143) -- Tests/Evaluation Instruments (160)
EDRS PRICE	MF01/PC02 Plus Postage.
DESCRIPTORS	*Community Cooperation; *Community Services; Cooperative Programs; *Local Government; *Rural Areas; *Rural Development; Rural Economics; Rural Environment; State Action; *State Legislation; State Surveys; Transportation; Waste Disposal
IDENTIFIERS	*Intermunicipal Cooperation; New York

ABSTRACT

Local governments in rural areas of New York State, as in many other states, are struggling to keep up with the demands of a changing society and an increasing rural population. Relative poverty, increasing costs of essential community services, frequent turnover of elected and appointed officials, insufficient training, geographic isolation, and lack of timely information and legal advice are all problems for rural local governments. One answer is intermunicipal agreements that allow participating governments to provide services thro joint funding and administration. This document reports on results of a survey conducted by the Legislative Commission on Rural Resources of over 1,000 municipalities in New York State on the subject of intermunicipal cooperation. Responses were received from 100 towns, 57 villages, 12 cities, 5 counties and 2 unknown places (municipal names were missing). The report also discusses the legality of intermunicipal agreements in New York State. Such agreements may include not only municipal services, but also recreational and health services to youth and the elderly, including drug abuse education. This report contains a synopsis of the survey results including detailed comments from government officials about factors that hinder participation in such agreements and ways in which the state could encourage the sharing of services. A table of responses shows areas in which municipalities presently share services. Appendices contain a checklist for successful intermunicipal projects; a directory of offices with information about intermunicipal agreements; sample agreements; notes of restrictive decisions (addenda to the New York State law on municipal cooperation); and a copy of the survey questionnaire. (DHP)

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Intermunicipal Cooperation: A Survey of Local Governments

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A Rural Resources

Special Focus Report

Intermunicipal Cooperation: A Survey of Local Governments

New York State Legislative Commission on Rural Resources
August 1985

Foreword

To All Local Government Officials,

This document contains the results of a survey that the Legislative Commission on Rural Resources sent to over 1,000 municipalities on the subject of intermunicipal cooperation. The response the Commission received was overwhelming. Not only did almost 200 local officials take the time to fill out the questionnaire, but many went to great lengths to write their comments, suggestions, and ideas on intermunicipal arrangements.

An unexpected result of the survey is the finding that intermunicipal cooperation is flourishing in New York State. As Chairman of the Senate Local Government Committee and the Legislative Commission on Rural Resources, I certainly find it encouraging to see the state's communities cooperate with one another. Such agreements, when properly designed, can help local governments save time and money and provide quality services to citizens.

Over the years, though, many misconceptions have arisen about intermunicipal arrangements, especially their legality. I hope this report clears up some of the more prevalent misconceptions. As you will see, many of the most useful kinds of intermunicipal arrangements are not severely hampered by existing state law.

This is not to say that certain improvements are not required. Many problems with intermunicipal agreements were mentioned by local officials. I, and my colleagues in the legislature, will attempt to work toward their resolution. We would like to see more cooperation among local governments whenever appropriate. So, along with yourselves, I have sent a copy of this report to all members of the state legislature. State Senators and Assemblymen will see the many comments, ideas, suggestions, and problems that local officials voiced in their survey responses. Thus, when legislation comes up that will both encourage more intermunicipal cooperation and further remove barriers to such agreements, policymakers will have the survey respondents' ideas (as well as gripes) in mind.

Charles D. Cook
Senator

Acknowledgments

This report really owes its life to the many local government officials who took the time to fill out the survey and add their comments. We are very appreciative of the care and interest they showed in giving us thoughtful responses. Without their cooperation this effort would not have been possible.

A lot of Commission time and effort went into putting this report together. Commission staff member Joe Nash compiled and edited the data and wrote the draft of the report. He was ably assisted by Tom Sauter, our policy analyst in the area of local government. Julie Austin spent many hours typing and proofreading the report for publication.

Finally, special thanks go to Doug Allen who edited the report, Senator Cook's Counsel John Hamilton for his valuable advice and remarks, and to Senator Cook, whose idea this was in the first place.

Ron Brach
Executive Director
Legislative
Commission on
Rural Resources
August 1985

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Introduction

In this report we use the word "municipality" to mean a county, city, town, or village as a unit of local government. This is in keeping with the broad definition in New York State's General Municipal Law, where "municipality" can also mean a school district, a BOCES district, or a fire district.

"...rural governments have to cope with problems linked to frequent turnover of elected and appointed officials, insufficient training, geographic isolation, and lack of timely information and legal advice."

It is no secret that local governments in rural areas of the state are struggling to keep up with the demands of a changing society and an increasing rural population. The relative poverty in many rural areas limits the funds available to local governments while the costs of essential community services, such as road and highway maintenance and water and sewer systems, continue to climb. At the same time, rural governments have to cope with problems linked to frequent turnover of elected and appointed officials, insufficient training, geographic isolation, and lack of timely information and legal advice.

One answer to local problems that is often successfully tried but seldom publicized is service provision through intermunicipal agreements. Such agreements allow participating government entities to provide services to their constituents through joint funding and administration. If properly planned and implemented, such agreements can result in better services and lower costs for all parties involved. Opportunity for this kind of cooperation are plentiful — in rural New York State there are 44 counties; 32 cities; 727 towns; 324 incorporated villages; and 3,124 special-purpose local governments.

"New York should encourage the development of more cooperative agreements among towns, villages, and counties." This was a major recommendation of the Local Government and Management group at our Commission's Rural Development Symposium in February 1985. Following up on this at the suggestion of Senator Charles D. Cook, in April 1985 the Commission sent out a survey on the subject of intermunicipal cooperation — included as Appendix 5 of this report — to some 1,000 towns and villages. We hoped to find out how communities were helped or hindered by intermunicipal arrangements; we also were looking for ways in which cooperative agreements could be better utilized by local governments and for any thoughts, pro or con, on the subject.

This document presents the Commission's findings and the survey results; we hope it will be of assistance to small communities by providing new ideas as well as serving as a resource document for the negotiation of intermunicipal agreements. We also hope that it will contribute to expanding and improving the dialogue between rural New York and the state legislature.

* * * * * * * *

The Commission would especially like to thank each of the municipalities that responded to the survey. Their efforts, which will undoubtedly stimulate more participation in this type of information and idea sharing in the future, are very much appreciated.

The Legal Question

"There are... no statutes prohibiting a town from lending its equipment or employees to another unit of government."

One of the most common misconceptions about intermunicipal agreements is that there are many legal barriers to their enactment.

This is simply not so. In fact, for many kinds of basic agreements, no legal barriers exist. As Article 5-G of the General Municipal Law states, in part, "municipal corporations and districts shall have the power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project."

And, the New York State Constitution, Article VIII, Section 1 says, in part:... "two or more such units may join together pursuant to law in providing any municipal facility, service, activity, or undertaking which each of the units has the power to provide separately.[1]

These agreements may contain provisions regarding, among other matters, methods and formulas for collecting revenues and allocating funds; personnel policies; responsibility for establishment, operation, and maintenance of the joint service; purchasing, acquisition, and ownership; periodic review of the terms of the agreement; and adjudication of disputes.[2]

There are also in New York State — again contrary to popular belief — no statutes prohibiting a town from lending its equipment or employees to another unit of government. In addition, rulings from recent case histories strongly support cooperative local ventures, as shown by the following citations:

- A town and village may enter into a municipal cooperation agreement whereby the town will repair and maintain village streets, the town to be reimbursed by the village for the expense thereof on a cost basis. 1969, Op. Att. Gen. (Inf.) 141.
- A town and village therein may agree to joint care and maintenance of streets and highways, but the statutory powers and duties of the town superintendent of highways may not be abrogated or diminished as a result of such an agreement. Op. State Compt. 75-163.
- Villages may enter into joint agreements whereby one village using its equipment and personnel will perform street maintenance and repair for the other village. 20 Op. State Compt. 179, 1964.
- A town and village within that town may establish a joint planning board and may grant to that board the power to approve subdivision plots. 25 Op. State Compt. 12, 1969.

[1] **New York's Local Government Structure — The Division of Responsibilities**, a report by the New York State Legislative Commission on State-Local Relations, April 1983, page 96.

[2] [Gen. Mun. law, Section 119-o (2.)].

"Certain common-sense conditions do apply to cooperative agreements."

- The towns may enter into an agreement under which each town will perform certain functions and services in relation to maintenance and repair of a road under the jurisdiction of the other town. 1979, Op. Atty. Gen. (Inf.) Mar. 29.

- A town and village may jointly purchase highway equipment under an agreement whereby the village will prepare specifications and advertise for bids and the town will contribute 50 percent of the purchase price. Op. State Compt. 79-810.

- Some towns and villages may establish joint police departments. Gen. Mun. law, Section 121-a.

- Town authorized to contract with village for snow removal on village streets. Highway law, Section 142-c.

Certain common-sense conditions do apply to cooperative agreements. For example, the law states that when a public hearing or referendum is required before a municipality may provide a certain service or establish a certain function, that same hearing or referendum is still required before the municipality may provide the service or function jointly with another unit of government.

Some restrictive interpretations have been applied in specific cases, but as the examples in Appendix 4 show, they do not impinge on the broad areas of basic cooperative agreements permitted by municipal law. In fact, a close reading of the decisions reveals that more often than not they go beyond saying "no" to a specific proposal to emphasize the specific positive actions that can be taken individually and collectively by units of local government.

"It is true that some projects will be more complicated than others."

In a case regarding ambulance services, for example, the State Comptroller issued this opinion: "Although towns may not contribute to a private organization furnishing ambulance services, they may singly or jointly contract with an organization of this type to provide such services." (Note 4) To take another example, in a case involving computer services, an opinion from the NYS Comptroller was rendered in the same vein, saying simply that "a county may agree to provide computer software services to another municipality, but it is not a proper county purpose to provide such services to a private entity." (Note 6a)

It is true that some projects will be more complicated than others. If a major project such as building a $20 million resource recovery plant is undertaken by more than one municipality, there will be more legal factors involved than there would be in arranging for a town, village, and school district to share the costs of constructing and maintaining a sidewalk.

Many agreements, however, will be relatively simple. A lawyer who specializes in local government matters read the more than 200 inquiries contained in the survey comments, and sent us the following reaction: "Resources such as the Comptroller, Association of Towns, Conference of Mayors, and even the Office of Local Government Assistance," he wrote, "could answer 30-40% of these inquiries in a matter of hours."

People in these offices are always available to answer questions and supply information — see Appendix 2 for addresses and telephone numbers. For those not inclined to contact a state agency, Appendix 1 of this document contains a "Checklist for a Successful Intermunicipal Project." This list may also serve as a starting point toward a cooperative arrangement with other municipalities.

One last legal note. The following statements provide a general, at-a-glance guide to NYS laws concerning inter-governmental agreements.

"New York does have statutory enabling laws that apply to intergovernmental relations — General Municipal Law Article 5-G and Article 14-G."

1. New York does have statutory enabling laws that apply to inter-governmental relations — General Municipal Law Article 5-G and Article 14-G.

2. The laws give guidance in the following areas: liabilities; duration; procedure; organization; hiring/labor matters; and financial procedures/ limitations.

3. Approval of a state or regional agency is generally not required for intergovernmental agreements in NYS.

4. Mutuality of powers is required. This simply means that the powers of each municipality involved in the cooperative agreement are interchangeable, reciprocal, and they have like duties and obligations to be exchanged.

Synopsis of the Survey

187 local officials, including mayors, town trustees, police officers, highway superintendents, town supervisors, and village clerks, responded to the survey. We are happy to report from their responses that intermunicipal arrangements are alive and well in New York State. Cooperative agreements are being used in many areas, such as plowing roads, sharing building space, bringing in cable TV, and assessing and inspecting property.

"Cooperative agreements are being used in many areas, such as plowing roads, sharing building space, bringing in cable TV, and assessing and inspecting property."

The agreements were not reached, however, without some degree of difficulty. Although the overwhelming majority of respondents (150 of 186) reported only little or moderate difficulty with intermunicipal arrangements, many of them were helpful in pointing out specific problems.

The two most valuable aspects of the responses were: (1) most town and village policymakers (and a few from cities and counties) gave us detailed answers as to what hinders participation in intermunicipal arrangements; and (2) respondents offered thoughtful ideas and suggestions that they felt would help the state to encourage the sharing of services.

The suggestions and comments reflected many differences that exist between rural and urban areas of the state, and highlighted the fact that the delivery of adequate services in rural areas depends very much on using approaches that take account of these differences. The following excerpts give a general flavor of the survey responses:

Technical assistance is the one area small municipalities like us never have enough money to fund. We don't need a Planner, an Historical Expert, an Auditor, etc. every day, but once or twice a month, or sometimes for a week or two, we desperately need the services and advice of one. If you could get the county to serve as the base for "circuit rider" technical assistance persons, perhaps we could employ more people and modernize our rural areas to some extent — Village of Castleton-on-Hudson.

If specific procedures were spelled out and available, more towns and villages could utilize intermunicipal arrangements — Town of Solon.

We think small communities should have more use of county and town equipment and other services which are duplicated by each community — Village of Fort Johnson.

We would like to see a way to legally pool insurance programs intermunicipally — Town of Schroon.

Intermunicipal arrangements have been considered for highway use but because so little time exists when the weather allows the equipment to work, it just isn't feasible. What would be of great assistance is when a state-owned piece of equipment (highway) is declared surplus, the Town, County, or Village should have the opportunity to purchase before it is committed to auction. We could get a list of what is surplus, its price, and have 30 days to act — Town of Java.

And, as for what some small communities think of larger government bodies or the possibility that our survey may result in cumbersome state-level policies and procedures, this answer sums up the feelings of more than one respondent:

Cut the BS and take care of problems in a sane and logical manner — Town of Wilmington.

Survey Results

Responses were received from 110 towns, 57 villages, 12 cities, 5 counties, and two unknown (the space for municipality name was blank). This section contains an outline of these responses.

"It is no secret that local governments in rural areas of the state are struggling to keep up with the demands of a changing society... One answer to local problems that is often successfully tried but seldom publicized is service provision through intermunicipal agreements."

Question 1. Check the one item that best describes your experience with intermunicipal arrangements.

- 150 experienced little or moderate difficulty in attempting intermunicipal arrangements.
- 23 experienced much difficulty in attempting intermunicipal arrangements.
- 18 had not attempted any intermunicipal arrangements.

There were two blanks for this question and six municipalities checked two answers.

Question 2. List areas of intermunicipal arrangements you have attempted and found profitable.

Areas — Number of Municipalities

- highway/manpower/equipment use — 99
- water — 31
- sewer/sewage treatment — 27
- youth/senior citizen health/recreation programs — 42
- fire/police/emergency services — 28
- landfill/resource recovery/waste disposal — 32
- shared knowledge/information/building space — 29

Areas — Number of Municipalities

- dog/animal control — 12
- tax assessing building/fire inspectors — 8
- transit system — 4
- library — 4
- purchasing — 5

Note: two respondents mentioned agreements for bringing in cable television; one had an agreement to jointly operate an airport.

Some highlights from the comments under this question:

We have a joint agreement with three towns to get cable TV in our sparcely populated area. Could not have been done on an individual town basis — Town of Horicon.

The Village formerly owned and operated a landfill and contracted with the Town for their use of this facility, and this worked out real well. The Village has now given the town land in the same area and the town has constructed a transfer station for the garbage so that it can be trucked to the county landfill. The Village did pay the Town a share of the cost of

"We have a joint agreement with three towns to get cable TV in our sparcely populated area. Could not have been done on an individual town basis."

"If specific procedures were spelled out and available, more towns and villages could utilize intermunicipal arrangements."

building the transfer station; however, it was to the Village's advantage to get out of the landfill business — Village of Hancock.

Enlisted another town's help when reconstructing a Village street; we used their equipment and manpower for constructing the road base then had a professional contractor pave it — Village of West Winfield.

The Town and Village have the same: planning board, board of appeals, zoning enforcement officer, and building code inspector. This provides uniformity and consistent enforcement. We also have joint use of a municipal building and share Town and Village highway equipment and personnel — Town of North Danville.

We can't afford a streetsweeper so we have the use of another town's plus an operator in exchange for their use of our trucks. We have also traded other work and have been treated fairly in each case — Village of Northville.

We work informally with the Town of Schodack in the Department of Public Works. They have a lot of highway/road expertise and equipment but no water/sewer experience. We have the reverse. No formal agreements exist but they often help us out with roads, we often help them out with water/sewer. Almost exclusively, the arrangement of details is left to the two superintendents — Village of Castleton-on-Hudson.

Our Town operates a landfill and two other towns contract with us for use of it — Town of Bellmont.

When our justice resigned in the middle of his term, we appointed a justice from a neighboring town to fill in until elections. It saved us training a person for a short period — Town of Solon.

We have a regional planning board between ourselves, the Town, and another village — Village of Sandy Creek.

Purchase of a wood chipper with a town — Village of Cuba.

We use the Village's recreation facilities and, through a lease agreement, operate the Village-owned landfill for townwide use — Town of Malone.

The Tug Hill Commission helped us institute a rural development code (zoning); therefore, we have a cooperative planning board and zoning board of appeals — Town of Pickney.

The following table lists the individual municipalities that participated in the survey and the areas in which they have successfully used intermunicipal agreements.

Table of Responses

Municipality	Highway/ Equipment Use/ Manpower	Water	Sewer/ Sewage Treatment	Youth/Sr. Citizen Health/Recreation Programs	Fire/Police/ Emergency Services
Villages:					
Afton	•				
Arkport					•
Ballston Spa				•	
Canton	•				
Cape Vincent	•			•	
Castleton-on-Hudson	•	•	•		
Cattaraugus	•				
Cayuga Heights	•	•	•		
Chatham	•				
Chaumont	•				
Cuba					

Table of Responses

Municipality	Highway/ Equipment Use/ Manpower	Water	Sewer/ Sewage Treatment	Youth/Sr. Citizen Health/Recreation Programs	Fire/Police/ Emergency Services
Delevan	•			•	
East Bloomfield		•	•		
East Randolph	•				
Fort Johnson	•				
Fultonville		•			•
Gouverneur	•	•	•		
Gowanda	•			•	
Greene	•				
Hancock					
Hoosick Falls					
Lake George			•	•	•
LeRoy		•		•	•
Limestone	•				
Malone	•			•	
Millport	•				
Montour Falls					
Morris	•				
Northville	•				
Nunda	•				•
Odessa	•			•	•
Pine Hill				•	
Richfield Springs	•				•
Richmondville	•				
Round Lake	•				
Rushville	•				•
Sandy Creek		•			
Schoharie					•
Shortsville			•		
Stamford					
Unadilla	•				
Victor	•	•	•		
Waterford				•	•
Waterloo	•				
Wellsville				•	
West Winfield	•				
Wolcott	•				
Woodhull	•				
Wurtsboro	•			•	•
Wyoming	•				

Table of Responses

Municipality	Landfill/ Resource Recovery/ Waste Disposal	Shared Knowledge/ Information/ Building Space	Dog/Animal Control	Tax Assessing Building Fire Inspectors	Transit System	Library	Purchasing
Villages:							
Afton		•					•
Arkport							
Ballston Spa	•						
Canton							
Cape Vincent							
Castleton-on-Hudson		•					
Cattaraugus		•					
Cayuga Heights							
Chatham		•					
Chaumont							
Cuba							•
Delevan							
East Bloomfield							
East Randolph							
Fort Johnson							
Fultonville	•						
Gouverneur							
Gowanda							
Greene							
Hancock	•						
Hoosick Falls		•					
Lake George	•	•	•				
LeRoy				•			
Limestone							
Malone	•	•					
Millport							
Montour Falls							•
Morris	•						
Northville							
Nunda		•					
Odessa	•					•	
Pine Hill		•					
Richfield Springs							
Richmondville							
Round Lake		•					
Rushville							
Sandy Creek		•					
Schoharie							
Shortsville							
Stamford	•						
Unadilla							
Victor							
Waterford	•						
Waterloo							
Wellsville			•				
West Winfield							
Wolcott							
Woodhull							
Wurtsboro							
Wyoming							

Table of Responses

Municipality	Highway/ Equipment Use/ Manpower	Water	Sewer/ Sewage Treatment	Youth/Sr. Citizen Health/Recreation Programs	Fire/Police/ Emergency Services
Towns:					
Afton	•				
Argyle	•				
Avon				•	
Ballston	•	•		•	
Barre	•			•	
Bellmont		•			
Big Flats	•	•			
Brasher				•	•
Burns	•				•
Busti	•	•	•	•	•
Butternuts	•	•		•	
Cambridge					•
Canadea	•				
Castile		•	•	•	•
Cato	•				
Champlain					•
Chatham	•			•	
Cherry Creek	•				
Clarkssville	•				
Dayton	•				
Delaware			•		
Denmark	•				
Dix	•				
Dresden	•				
Duanesburg				•	
Elba				•	
Elizabethtown				•	
Esopus			•		
Farmington		•	•		
Galway	•			•	
Genesee	•				
Glen	•				
Granville					
Hardenburgh	•				
Hector	•	•			
Hope					
Horicon	•	•			
Horseheads	•			•	
Ithaca	•	•	•		
Jackson					
Java				•	
Keene	•				
Kiantone	•				
Lake Pleasant				•	
Lansing	•	•			
Lawrence	•			•	
Litchfield				•	
Little Valley				•	
Lorraine					
Malone	•			•	
Mansfield	•				
Meridian	•				
New Winsor		•	•		
Newcomb	•				
North Danville	•				
North Hudson				•	
Norwich	•				•
Nunda	•				
Oneonta	•				•
Osceola	•				

Table of Responses

Municipality	Highway/ Equipment Use/ Manpower	Water	Sewer/ Sewage Treatment	Youth/Sr. Citizen Health/Recreation Programs	Fire/Police/ Emergency Services
Towns (con't):					
Perry					
Peru					
Pickney					
Pitcher	•				
Pittsfield	•				
Poestenkill	•				
Portland	•				
Potsdam	•			•	
Queensbury					•
Reading	•		•		•
Richmondville	•				
Romulus		•	•	•	
Root	•				
Rotterdam					
Russia				•	
Saranac	•				
Schroon					
Schuyler	•			•	
Shandaken					
Solon	•				
Southport					•
Sullivan				•	
Summer Hill	•				
Tompkins	•				
Ulysses				•	
Veteran	•			•	
Victor	•	•	•		•
Walworth	•	•	•		
Whitehall	•				•
Wilmington	•				
Yorkshire	•				
Cities:					
Batavia	•	•	•	•	
Canandaigua		•	•	•	•
Cortland	•		•		
Geneva			•		•
Gloversville	•	•	•		
Norwich	•				•
Oneida	•	•		•	•
Oneonta	•				
Oswego					
Plattsburgh		•	•		
Schenectady		•	•		
Troy	•	•	•		
Counties:					
Broome					
Clinton					
Essex	•				
Ontario	•	•	•		
Rensselaer					

Table of Responses

Municipality	Landfill/ Resource Recovery/ Waste Disposal	Shared Knowledge/ Information/ Building Space	Dog/Animal Control	Tax Assessing Building Fire Inspectors	Transit System	Library	Purchasing
Towns:							
Afton							
Argyle							
Avon						•	
Ballston	•						
Barre						•	
Bellmont	•						
Big Flats							
Brasher			•				
Burns	•						
Busti	•	•	•	•	•	•	
Butternuts							
Cambridge	•						
Caneadea							•
Castile		•					
Cato							
Champlain			•				
Chatham							
Cherry Creek							
Clarksville							
Dayton							
Delaware							
Denmark							
Dix							
Dresden		•					
Duanesburg	•						
Elba				•			
Elizabethtown							
Esopus	•						
Farmington							
Galway	•	•					
Genesee							
Glen							
Granville	•						
Hardenburgh	•						
Hector							
Hope	•		•				
Horicon							
Horseheads				•			
Ithaca				•	•		
Jackson			•				
Java							
Keene							
Kiantone							
Lake Pleasant		•					
Lansing							
Lawrence			•				
Litchfield							
Little Valley							
Lorraine							
Malone	•						
Mansfield							
Meridian							
New Winsor							
Newcomb							
North Danville		•		•			
North Hudson							
Norwich							
Nunda							
Oneonta	•						
Osceola							

Table of Responses

Municipality	Landfill/ Resource Recovery/ Waste Disposal	Shared Knowledge/ Information/ Building Space	Dog/Animal Control	Tax Assessing Building Fire Inspectors	Transit System	Library	Purchasing
Towns (con't):							
Perry		•					
Peru		•					
Pickney		•					
Pitcher							
Pittsfield							
Poestenkill							
Portland							
Potsdam							
Queensbury	•						
Reading							
Richmondville							
Romulus							
Root							
Rotterdam	•						
Russia							
Saranac							
Schroon	•	•					
Schuyler							
Shandaken	•						
Solon							
Southport							
Sullivan							
Summer Hill							
Tompkins							
Ulysses				•			
Veteran							
Victor							
Walworth							
Whitehall		•	•				
Wilmington							
Yorkshire							
Cities:							
Batavia	•	•		•			
Canandaigua							
Cortland		•					
Geneva							
Gloversville	•				•		
Norwich	•						
Oneida		•	•		•		
Onconta		•					
Oswego			•				
Plattsburgh	•						
Schenectady							
Troy							
Counties:							
Broome		•					
Clinton	•						•
Essex							
Ontario	•	•	•				
Rensselaer		•					

Question 3. List areas of intermunicipal cooperation you have attempted and found unprofitable.

Local officials told of their difficulties in attempting cooperative agreements. Many problems had to do with legal questions that have been addressed above; some were of a practical nature, such as lack of funding, lack of equipment, conflicts with schedules and the weather, and so on. A large number of problems, however, were neither legal nor logistical — they were either political or parochial. Many towns and villages could not get together simply because they felt they would be taken advantage of or they would not get an equitable exchange or lawsuits might ensue. Another complaint involved tax money — many villages who pay town taxes feel they do not "get their money's worth" from the town.

"A large number of problems, however, were neither legal nor logistical — they were either political or parochial."

Here are some comments from this section:

For five years the Village will not consolidate with the Town because the Town, by law, would be the provider. The Village Board does not want to share services because of their authority; it's territorial rights and provincialism at its worst — Town of Cazenovia.

All of our arrangements that have worked have also had problems. The activity may be profitable, but you get complaints. People react negatively if they think their tax money is going somewhere else — Village of Afton.

Contracting with our county sheriff for police coverage... has drawbacks. While they operate a county office out of municipal space, they cover a wide section of the northern boundary — not just our community; local coverage (free time) is limited to 10-15 hours per week — Village of Richfield Springs.

Three towns and two school districts couldn't get together on hiring a joint drug abuse counselor — Town of Lumberland.

With a joint sewer agreement with the Village of Jeffersonville, the annual operation and maintenance portion increased dramatically — Town of Delaware.

Sewer: for state and federal aid used in construction of sewer facility, City is eligible, Town is not. However, of 12½% local share, City wishes to have Town pay 12½% although the Town uses only one tenth capacity of plant. Stifled! — Town of Queensbury.

Under informal arrangements with another town in areas of highway/road and water/sewer, I, as mayor, have tried to have the arrangements formalized at least to the point of billing each other for work performed in the other's bailiwick. The superintendents refuse to do so. As an elected official, this makes me extremely nervous about taxpayer accountability. Also, with regard to joint ownership of machines, the complexity of care and insurance liability issues is mind boggling — Village of Castleton-on-Hudson.

We are exempt from items in the Town budget but experience no tax decrease for our village residents — Village of Fort Plain.

The Water Level Control Board never negotiated an administering agreement. Our Town has always had fiduciary responsibility (signing checks, etc.) but lack of an agreement makes district improvements cumbersome — Town of Bellmont.

In any situation where intermunicipal cooperation is involved, it is important that the municipality providing the service receive a "profit" upon the services provided to insure that the provider municipality feels the service benefits it as well as the serviced municipality. This aspect of intermunicipal cooperation frequently is the source of dispute and

"Many towns and villages could not get together simply because they felt they would be taken advantage of or they would not get an equitable exchange or lawsuits might ensue."

"...the complexity of care and insurance liability issues is mind boggling."

generally the only rational inhibitor of shared services — Town of Busti.

Efforts to stop the Town from taxing Village taxpayers for Town services not provided in the Village have not worked. We have attained exemption from highway and certain other parts of the town budget, but there are still items villagers are double taxed on — Village of Waterford.

There is conflict in working schedules — especially in rural areas — Town of Genesee.

Question 4. List ways you feel the state could encourage intermunicipal arrangements.

"...many local officials told us they wanted to be left alone and did not want any more mandated state laws or policies to govern intermunicipal agreements."

The responses to this item gave us a storehouse of practical suggestions and ideas on how agreements could be easier to make. Comments that emphasized the lack of information were made frequently. Many municipalities simply wanted materials like standard form agreements, published case histories or a newsletter on intermunicipal arrangements, workshops, and/or established general guidelines to follow. Many also suggested state-level legislation that would ease cooperative agreements. On the other hand, many local officials told us they wanted to be left alone and did not want any more mandated state laws or policies to govern intermunicipal agreements.

Some specific responses:

Set up a price index for heavy equipment use — Village of Fort Johnson.

Take state money and purchase equipment for joint town-village use. Keep it at a state facility to loan out (without having to declare an emergency, etc.) — Village of Afton.

Leave the small towns alone to continue this practice without any governmental interference — Town of Osceola.

Change the insurance laws to do away with the red tape when our town equipment is in another town helping them pave roads, for example. Our town attorney is always telling the Town Board this could cause many legal problems —Town of Horicon.

A one hand washed the other attitude should be encouraged. We often plow a state or town road with early morning runs as they plow outer areas first — Village of Richfield Springs.

Solid waste disposal is such a large problem for all municipalities that we are considering a joint effort between two counties, Wyoming and Livingston. Advice, guidance, and funding in this area would be greatly appreciated. There are so many options to consider in solid waste disposal a little guidance would help — Town of Perry.

Establish simple, standard agreements we all could use — Town of Gowanda.

State agencies should acquaint themselves with local problems...to assist and encourage intermunicipal solutions — Town of Queensbury.

If arrangements could be made easier for monies to flow between the parties to these agreements, possibly more of them would then be made. With regard to funding of highway improvements, repairs, etc., the division of monies is already unfair to villages/cities. First, make the monies over to whomever does the work; then worry about dividing up the work — Village of Castleton-on-Hudson.

When new state statutes are instituted such as the Fire Prevention and Building Code, the state should spell out detailed ways that small municipalities can jointly implement them such as sharing inspectors and personnel — Town of Solon.

"State agencies should acquaint themselves with local problems..."

Relax restrictions on use of CHIPS money — Town of Kiantone.

The state could underwrite one third of the costs of approved (by the state) intermunicipal arrangements; this would encourage profitable relationships —Town of Saranac.

The state could provide or rent large pieces of equipment to small towns for those jobs that occur only once or twice a year (stone crushes, gradealls, rollers, etc.). These equipment costs are much too large for small rural towns — Town of Newcomb.

New assessing regulations make it almost impossible to have the proper number of adequately trained people required for assessing in each of the towns and villages in a county our size (Chautauqua). Yet to have county-wide assessing, referendums are required.... The law should be changed to allow municipalities to contract for assessing services amongst themselves and with larger entities such as cities or counties, to provide assessing services. The legislation should allow this to be accomplished without referendum — Town of Busti.

"...most local officials think very highly of intermunicipal agreements."

Town Boards should be able to get together without the necessity of a referendum to provide for a joint highway superintendent, joint facilities, and a joint highway budget. While it appears that there exists authority under the General Municipal Law for that to occur now (with the exception of the joint highway superintendent), the lack of specific authority frequently is a detriment in making such an arrangement — Town of Busti.

Make town-village relationships equitable by prohibiting towns from taxing village residents for services not provided in the village. Also, require counties to either provide services to villages equally, or exempt village taxpayers from taxes for those services not provided — Village of Waterford.

Question 5. Please give any other thoughts, pro or con, or suggestions you have on intermunicipal arrangements.

The responses to question five show that most local officials think very highly of intermunicipal agreements. Many say that they are essential to their government's operation. There are some dissenters, but most of the negative comments had to do with politics, bureaucratic red tape, the size of the project (usually too large), and laws.

Some comments from this section:

Most communities have responsibilities in the same areas. For instance, in Oneida, we have county roads, city streets, and state highways. Each level has roads to plow and sand; each travels over the other's roads to arrive at their area of responsibility. Thus, a large duplication of equipment. If the community were broken up into three areas close or surrounding each department's headquarters and each department plowed and sanded all roads regardless of ownership, a savings in fuel, labor, and equipment would be realized — City of Oneida.

Intermunicipal cooperation is something that has to be done or we'll all go Chapter 7 — City of Schenectady.

It is our feeling that intermunicipal arrangements should and could be very effective. It is usually the fault of the governing boards that causes friction and lack of cooperation, and not state-imposed laws — Village of Hancock.

We have never found any legal problems with intermunicipal arrangements; most problems are political and personal — Village of Lake George.

Another idea which could be of value is the circuit rider program which we understand is being used in Massachusetts, whereby these traveling specialists are available to assist towns in a wide range of issues. We believe they can provide aid

and advice in such areas as financial administration, capital programming, community development, etc. — Town of Perry.

Insurance liability is a severe problem currently. Use caps — put some teeth in the prior notice law; maybe even create a Municipal State Fund with local governments and NYS contributing — Town of Clayton.

Keep all laws and rules as simple as possible; the village superintendent can usually work out the agreements — Village of Victor.

"Intermunicipal cooperation is something that has to be done or we'll all go Chapter 7."

Things done on a small scale seem to work out, but large-scale ventures never seem to make it beyond the discussion stage! — Village of Cuba.

We still feel that the local town should be able to stand by itself if the state did not mandate all the various rules and regulations i.e. building codes, enforcement, assessing, training, trash and fire requirements, education, etc. We had been doing a pretty good job in all these areas until the state started mandating how and who could do what and when — Town of West Union.

In other states, for instance Pennsylvania and Ohio, intermunicipal cooperation is effected through Councils of Governments (COGs). Could these be adapted to the needs of NYS communities? Would state enabling legislation be necessary for establishment of COGs? Cutbacks in federal revenue sharing and other forms of financial aid will necessitate the operational economy this form of intermunicipal cooperation can provide — Broome County.

Small communities need to help each other — Village of Odessa.

The Next Step

"...the Commission will give a copy of this document to all members of the state legislature. Our lawmakers thereby will not only become aware of what local governments think about intermunicipal agreements, but also see some of the problems along with suggestions for improvement put forth by the communities themselves."

In the comments and information gleaned from this survey, we can see that cooperative agreements are widely used in New York State. It is obvious that such agreements are profitable and should be encouraged; but equally obvious is the fact that they can present problems.

This **special focus report** is the first step toward resolving potential difficulties. By sharing this information, the Commission on Rural Resources hopes to encourage still more sharing on other levels. We expect that readers will be prompted to established more cooperative agreements based on the findings of this study, and in the process use the resources listed in Appendix 2. Also, we expect that this report will promote new contacts between municipal leaders, which in turn will expand the information-sharing network between units of local government in rural New York.

Two other formal steps will also be taken to link this report to positive future actions. First, the Commission will give a copy of this document to all members of the state legislature. Our lawmakers thereby will not only become aware of what local governments think about intermunicipal agreements, but also see some of the problems along with suggestions for improvement put forth by the communities themselves.

Secondly, the Commission will use material from the survey in the development of an overall "Action Strategy for Rural New York", which will be presented as a package of bills during the 1986 legislative session. The substance of our proposals for encouraging intermunicipal cooperation will be shaped in large measure by the actual survey responses and our analysis of them.

Finally, we again extend an invitation to municipalities that did not respond to the survey — we invite you to send us your thoughts on intermunicipal arrangements. Those who are interested in reading all of the comments we received should contact us, also. Please send queries or comments to Ron Brach, Director of the Commission Office, Box 7019 AES State Office Building, 28th Floor, Albany, NY 12225; or telephone Mr. Brach at (518) 455-2544.

* * * * * * * *

Appendix 1

Checklist for a Successful Intermunicipal Project

There are several steps involved in a project to consolidate or combine municipal services that are suggested in the literature listed at the end of this appendix and by respondents to the Commission's survey. Participants in successful projects will use all of the steps along the way.

1. Organize for cooperation. Leadership, areawide participation, publicity, and a person to convene local government officials are essential in organizing a cost-sharing project. Local chambers of commerce, major businesses and nonprofit organizations, and planning boards are potential sources of help at the local level. The New York State Department of State may be a good source of help at this stage. Sister communities that have already been involved are usually willing to lend a hand as well.

2. Check out legal authority. Articles 5-G and 14-G of New York State's General Municipal Law allow cooperation among local governments in many activities. Overcoming limitations on some activities, however, may require passage of specific laws (at the state or local level) or amendment of existing laws, ordinances, or charters. Help is available from some of the sources mentioned previously and given in Appendix 2.

3. Be sure the proposed project is feasible. Before a cooperative venture is taken on, several preassessments must be made: documentation of need for service; determination of cost — present and projected; assessment of impact on service delivery and availability of personnel to administer; assessment of citizen attitudes; review of alternatives, such as contracting to the private sector; and presentation of steps for implementation. Universities and regional planning organizations are good sources of assistance in these studies, as are private consulting firms. Some projects may rely almost entirely on volunteers and pooling expertise.

4. Negotiate the agreement. Agreements for intergovernmental cooperation may be oral agreements, written statements, or standard contracts. Whatever the form, all agreements are the product of negotiation between the parties. There are some fairly straightforward steps to make the negotiation process more successful. A facilitator, known to all parties and familiar with the negotiation process, may make the process easier in some instances. These people can be found at universities, labor organizations and businesses, and as former government officials who have experience with such projects.

5. Prepare the "contract". Negotiations for intermunicipal cooperative arrangements should be followed by written contract. These "contracts" do not necessarily have to be complicated (see sample agreements, sent by respondents, in Appendix 3). While the form may vary, the content should include these important items: nature of the agreement; level of service work to be performed; any limitations imposed by statutes; service charges or formulas for operation, capital, and expenditures; project organization and

"Many municipalities simply wanted materials like standard form agreements, published case histories or a newsletter on intermunicipal arrangements, workshops, and/or established general guidelines to follow."

administrative responsibilities; fiscal reports; personnel policies; staffing procedure and terms; property arrangements; duration, termination, and amendment, including arbitration, question resolution, monitoring and evaluation.

6. Initiate, operate, and evaluate the project. Some of the steps involved in a good start and successful ongoing operation include: informing the public about the project in a realistic manner — do not over-sell it, or sell it short; phase in of the service, and operation with careful attention to fairness to all parties; keeping meetings and records open; and carefully documenting all services, income, and expenditures.

Checklist Summary

Following these steps will not guarantee a successful cooperative venture, especially if adequate support help is not available. Some legal barriers cannot be overcome, for instance, without the assistance of a state legislator. Usually, however, these state officials are most willing to help "cut the red tape", and following these steps will improve the chances that the effort all partners put into a cooperative venture will be fruitful.

For more information on the subject of intergovernmental cooperation and joint service provision, the following resources are suggested:

Guide to Interlocal Cooperation, A. Available from the New York State Office for Local Government (Department of State: 162 Washington Ave., Albany, NY 12231) and the Joint Committee on Interlocal Cooperation.

Honadle, Beth Walter. "Voluntary Interlocal Governmental Cooperation: A Big Idea for Small Towns," **Municipal Management,** January 1981, pp. 152-155.

Interlocal Service Delivery. (1982). Available from the National Association of Counties Research Foundation, 440 First Street, N.W., Washington, DC 20001.

Rural Governments in a Time of Change: Sharing Local Costs. (Spring, 1984). Available from the National Association of Towns and Townships, 1522 K Street, N.W., Suite 730, Washington, DC 20005.

Intergovernmental Service Arrangements for Delivery of Public Services (A-103), U.S. Advisory Commission on Intergovernmental Relations, Washington, DC, 1985.

New York's Local Government Structure — The Division of Responsibilities. (1983). Available from the NYS Legislative Commission on State-Local Relations, 150 State Street, Second Floor, Albany, NY 12207.

Appendix 2

Addresses and Telephone Numbers of Offices with Information About Intermunicipal Agreements

Association of Towns of NYS
90 State Street
Albany, NY 12207
(518) 465-7933 or 465-2015

New York State Conference of Mayors
119 Washington Avenue
Albany, NY 12210
(518) 463-1185

Office for Local Government Services
Department of State
162 Washington Avenue
Albany, NY 12231
(518) 474-5063

Office of the State Comptroller
Division of Municipal Affairs
Alfred E. Smith Building
Albany, NY 12225
(518) 474-2121

The Legislative Commission
on State-Local Relations
150 State Street, Second Floor
Albany, NY 12207
(518) 455-5035

Appendix 3

Sample Agreements

"Establish simple, standard agreements we all could use."

The County of Jefferson

TOWN OF LYME

ALLEN E. STRASSER
SUPERVISOR

315-649-5240
23 April 85

RR 1, BOX 184
THREE MILE BAY, NEW YORK 13693

Resolution 85 --

Whereas the Town of Lyme has maintained the snow plowing and road maintenance and sanding for the Village of Chaumont Streets (approx. 3 miles) due to their equipment being broken down and

Whereas the Town of Lyme is required by law to have a contract in force to perform this work and

Whereas it seems more economical to the taxpayers of both districts not to duplicate equipment and services for such a small amount of road.

Therefore be it resolved that the Town of Lyme offers to the Village of Chaumont the following contract.

1. The Town of Lyme will perform all capital road repairs on Village streets for the consideration of all CHIPS funds received by the Village from the State (cost of said repairs is limited to the amount of Chips funds). The Town of Lyme will use CHIPS (village) funds for Village street improvements only and will make no chargebacks against the CHIPS (village) funds for the use of Town equipment.

2. For the consideration of $3000.00 per year the Town will, plow, sand and remove snow as necessary on all Village Streets except that the Village Superintendent will make the first pass in the morning (to prevent overtime from being paid to Lyme highway workers) and he will plow those tight and narrow places that the Town's larger equipment cannot get into.

3. Where any liability for dammage exists it will fall mutually to each government's own equipment. Should the limits of liability exceed Lyme's insurance for Village work it would revert to the Village of Chaumont's insurance.

4. This policy shall be renewed annually and the general snow removal rate set using average snow removal figures from the county annual report as a guide.

5. The Village must enforce an ordinance to keep cars off the street when plowing is needed and the superintendent must coordinate tree and obstacle removal to get the Town's larger plows through.

Supervisor - Town of Lyme

Mayor - Village of Chaumont

TELEPHONE 287-1720

VILLAGE OF GOUVERNEUR
ST. LAWRENCE COUNTY

EXECUTIVE OFFICES
Dept of Public Works
Ronald D Cochrane, Director

33 CLINTON ST.
GOUVERNEUR N.Y.
13642

COOPERATIVE AGREEMENT RESOLUTION

WHEREAS, General Municipal Law provides for agreements between municipal Corporations for performance by one of any of the other's functions, powers or duties and

WHEREAS, the Village of Gouverneur, Dept. of Public Works can provide services for other municipal jurisdictions within the County of St. Lawrence, and other counties,

Now, THEREFORE, BE IT RESOLVED that the Village of Gouverneur Public Works Director may enter into an agreement with any other municipal jurisdiction to provide public works services upon the approval of the Village Administrator and/or Mayor.

(The Village of Gouverneur Provides Water and Sewer help to small village's in St. Law., Jefferson, and Lewis Counties on an emergency basis, we bill them for labor and equipment also we work with the St. Lawrence Co. Highway Dept.)

AN AGREEMENT

For

INTERMUNICIPAL COOPERATION IN SOLID WASTE MANAGEMENT

THE AGREEMENT dated this _____ day of _____, 1985

BETWEEN the Town of Duanesburg, Town of Glenville, Town of Niskayuna, Town of Princetown, Town of Rotterdam, and City of Schenectady, all municipal corporations of the County of Schenectady, New York.

WITNESSETH:

INTRODUCTION

WHEREAS, the aforementioned municipalities have become actively aware of the problems associated with the current practices of solid waste disposal, and

WHEREAS, present and future landfill capacities as well as other environmental and regulatory operating constraints require immediate affirmative action, and

WHEREAS, the parties acknowledge that it is only through a cooperative multi-jurisdictional program that a cost effective solid waste management system can be implementd, and

WHEREAS, the respective legislative bodies of said municipalities have determined it to be the best interest of the parties to provide for the planning, engineering and design of a joint solid waste management project, leading to the construction and operation of a resource recovery facility,

Now, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in the spirit of cooperation, it is hereby agreed by and between the parties as follow:

SECTION 1. SOLID WASTE DISPOSAL BOARD

A Solid Waste Disposal Board is hereby created for the purposes and duties as hereinafter enumerated. Said Board shall be a joint cooperative venture under Article 5G of the General Municipal Law with a membership consisting of the Supervisors of the Town of DUANESBURG, Town of GLENVILLE, Town of NISKAYUNA, Town of PRINCETOWN, Town of ROTTERDAM, and the Mayor of the City of SCHENECTADY, or a representative designated by the respective Town or City to act in the place of the Supervisor or Mayor.

The Board shall elect one of its members to serve as the temporary chairman thereof. A quorum of the Board shall consist of at least four (4) members for the transaction of business. The Board may delegate to one or more of its members such powers and duties as it sees fit. The Board may appoint such agents or consultants as it shall deem necessary, each of whom shall perform such duties and shall receive such compensation, if any, as the Board shall determine. The Board members shall serve without pay or any other compensation.

Meetings may be called by any member of the Board upon written notice of at least seven (7) days to the other members. All meetings shall be at a mutually convenient time and place. The Board shall cause to be kept all necessary records and proceedings of the Board. The Board will operate under Roberts Rules of Orders (last revised) or such other rules and regulations of procedures as the Board may adopt.

SECTION 2. DURATION

The term of this Agreement shall be for a period of five (5) years from the date of this Agreement unless otherwise modified and amended as hereinafter provided, to be renewable by the parties upon such terms and conditions as they may agree upon.

This Agreement with all the amendments then in effect shall be automatically renewed upon the same terms and conditions as contained herein, until a renewal contract is entered into by the parties, unless, at least one (1) year prior to the end of its term, one of the parties notifies the other parties in writing of its intention to terminate at the end of the term.

In the event that the election to terminate is exercised as above provided, the assets, if any, of the joint solid waste management project shall be disposed of by agreement of the parties hereto upon agreed or appraised valuation on the basis of ownership interests as herein provided. Also, the liabilities, if any, of the joint solid waste management project which continue or cannot be satisfied within the terms of this Agreement shall become the joint obligation of the parties herein and shall be paid by the parties according to the formula set forth in Section 5.

SECTION 3. INDEPENDENCE

It is the intention of this Agreement to allow the Board to make decisions, incur debt and raise funds to accomplish the goals as set forth in the preamble of this Agreement for the above mentioned municipal corporations subject only to the approval of the respective legislative bodies of said municipalities. Said municipal approval shall be obtained prior to a final commitment of any funds.

SECTION 4. ACCEPTANCE OF GIFTS, GRANTS OR BEQUESTS

By the execution of this Agreement, each of the signatory municipalities agrees that no further contract for services shall be required of the municipalities to fund the necessary expenses of the Board. It is the intent of this Agreement that this shall be considered the enabling and contractual basis to allow the Board to provide financing to plan for and implement a solid waste management program for said municipalities.

SECTION 5. FINANCING

The formula for equitably providing for and allocation revenues, discharging liabilities and for equitably allocating and financing any and all capital and operating costs necessary to accomplish the goals set forth in the preamble to this Agreement shall be based upon the populations of each municipality as a percentage of the total population of the County. The parties agree to use the figures from the 1980 census.

SECTION 6. TITLE TO PROPERTY

Title to any and all real or personal property and equipment acquired to accomplish the goals as set forth in the preamble of this Agreement shall vest in the parties hereto in the same proportions as established as per Section 5 of this Agreement.

SECTION 7. SCOPE

The parties hereto agree to take whatever actions they may deem necessary to accomplish the goal of a multi-jurisdictional cost effective solid waste management program as long as such actions are in conformity with the Laws of New York State and the United States. Such actions may include, but shall not be limited to:

- The sharing of existing landfill space to achieve the maximum life from available landfill space;

- The planning and development of additional transfer stations at strategic locations in the County;
- The joint development of a public information program;
- The joint pursuit of potential customers for recovered materials.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals the day and the year first above mentioned.

APPROVED BY:

TOWN OF DUANESBURG

Sebastiano P. Occhino Town Attorney	John P. Miller Supervisor

TOWN OF GLENVILLE

George R. Mills Town Attorney	William Baird Supervisor

TOWN OF NISKAYUNA

Robert A. Schlansker Town Attorney	Margaret B. Moore Supervisor

TOWN OF PRINCETOWN

Elbert Watrous, Jr. Town Attorney	Harvey Nelson Supervisor

TOWN OF ROTTERDAM

Sebastiano P. Occhino Town Attorney	James Constantino Supervisor

CITY OF SCHENECTADY

Alfed L. Goldberger City Attorney	Karen B. Johnson Mayor

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared MARGARET B. MOORE, to me personally known who being by me duly sworn, did depose and say that she resides in the Town of Niskayuna, New York, that she is the Supervisor of the Town of Niskayuna, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Niskayuna by a three-fourths vote of the voting strength thereof, and that she signed her name thereto by like order.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared HARVEY NELSON, to me personally known who being by me duly sworn, did depose and say that he resides in the Town of Princetown, New York, that he is Supervisor of the Town of Princetown, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Princetown, by a three-fourths vote of the voting strength thereof, and that he signed his name thereto by like order.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared JOHN P. MILLER, to me personally known who being by me duly sworn, did depose and say that he resides in the Town of Duanesburg, New York, that he is the Supervisor of the Town of Duanesburg, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Duanesburg by a three-fourths vote of the voting strength thereof, and that he signed his name thereto by like order.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared WILLIAM BAIRD, to me personally known who being by me duly sworn, did depose and say that he resides in the Town of Glenville, New York, that he is Supervisor of the Town of Glenville, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Glenville by a three-fourths vote of the voting strength thereof, and that he signed his name thereto by like order.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared JAMES CONSTANTINO, to me personally known who being by me duly sworn, did depose and say that he resides in the Town of Rotterdam, New York, that he is the Supervisor of the Town of Rotterdam, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Rotterdam by a three-fourths vote of the voting strength thereof, and that he signed his name thereto by like order.

_____
Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, Nineteen Hundred and Eighty-five, before me personally appeared KAREN B. JOHNSON, to me personally known who being by me duly sworn, did depose and say that she resides in the City of Schenectady, New York, that she is Mayor of the City of Schenectady, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the City Board of Schenectady by a three-fourths vote of the voting strength thereof, and that she signed her name thereto by like order.

_____
Notary Public
My Commission Expires:

Appendix 4

Notes of "Restrictive" Decisions

The following notes appear as an addendum to the General Municipal Law, Article 5-G — Municipal Cooperation. By ruling out some options and suggesting others, the notes help define the variety of approaches available to municipalities in pooling their resources.

2a. Administration of agreements

A joint agreement under this article may provide for a joint board but the agreement cannot create a totally separate government entity such as a corporation as this requires specific statutory authority. Op. State Compt. 78-636.

Municipalities participating in a joint self-insurance plan may not create a separate legal entity to administer the plan. Op. State Compt. 78-405.

Municipalities participating in a joint self-insurance plan may not contract with an independent contractor, such as an existing health insurance carrier, to administer the plan, as such action would certainly be unworkable, if not illegal. Id.

2d. Amendment of agreements

Where two counties have established a joint watershed protection district pursuant to a municipal cooperation agreement, one county cannot unilaterally amend the agreement to change the terms of office of members of the administrative board which governs the district. Op. State Compt. 81-302.

2e. Private parties, cooperation with

There is nothing in this section or in any other provision of law that would enpower a municipality to enter into a joint venture with a private corporation. Op. State Compt. 81-390.

A town may not enter into an agreement with a private college to install lights on an athletic field owned by the college in exchange for use of the field at certain times. Id.

4. Ambulance services

Although towns may not contribute to a private organization furnishing ambulance services, they may singly or jointly contract with an organization of this type to provide such services. Op. State Compt. 78-827.

6a. Computer services

A county may agree to provide computer software services to another municipality but, it is not a proper county purpose to provide such services to a private entity. Op. State Compt. 81-89.

7. Data processing services or equipment

A town may not hire a private vendor to market town computer programs for a portion of the sales proceeds. Op. State Compt. 83-145.

10. Dual officers or employment

The administrative board of a small watershed protection district jointly established by two counties cannot appoint its own treasurer, as the treasurer of one of the participating counties must serve

as treasurer of the district. Op. State Compt. 81-302.

12. Highways and streets

Neither by exercise of its own limited powers nor by co-operative agreement with a town may a school district purchase traffic-control devises for installation on a State highway. Op. State Compt. 83-48.

14. Insurance coverage

Several school districts and a BOCES may jointly self-insure health care benefits for their employees, but may not establish a joint reserve fund for that purpose. Op. State Compt. 80-487.

Moneys contributed by one municipality under a joint liability insurance agreement with one or more other municipalities could not be used to pay claims against another participating municipality, although joint funds may be used to pay for administrative costs. Id.

Moneys contributed by one municipality to a joint agreement to self-insure employees' health benefits may not be used to pay benefits to an employee of another municipality participating in the agreement. Id.

20. Police activities and protection

A village which does not have its own police department may not contract with a neighboring village for ordinary police protection since, in that situation, the town within which the village is located is already obligated to provide such police protection to the village. Op. State Compt. 79-415.

A county and town may not contract under this article for providing joint police protection. Op. State Compt. 78-603.

25. Sewage disposal

There is no statutory authority for a village and a private firm to jointly contract with a third party for waste removal and village may not enact a local law authorizing such a joint contract. Op. State Compt. 81-215.

37. Refuse collection

A village may not contract with individual property owners in adjoining municipalities for the disposal of refuse but may contract with the municipalities to provide refuse collection service for its residents. Op. State Compt. 79-609.

45. Tax assessment

A county which is not an assessing unit may not enter into a cooperative assessing agreement and contract with a city, town or village located therein to do its assessing. 7 Op. Counsel S.B.E.A. No. 115.

Appendix 5

State of New York
Legislative Commission on Rural Resources
Intermunicipal Cooperation Survey

Municipality completing this survey _____

_____

1. Please check the **one** item below that best describes your experience with intermunicipal arrangements.

   _____ Have attempted intermunicipal arrangements and experienced little difficulty.

   _____ Have attempted intermunicipal arrangements and experienced much difficulty.

   _____ Have not attempted intermunicipal arrangements (if you check this item, please skip to question four).

2. List areas of intermunicipal arrangements you have attempted and found profitable.

   _____

   _____

   _____

3. List areas of intermunicipal arrangements you have attempted and found unprofitable.

   _____

4. List additional ways you feel the state could encourage profitable intermunicipal arrangements.

   _____

   _____

   _____

5. Please give us any other thoughts, pro or con, or suggestions you have on intermunicipal arrangements.

   _____

   _____

   _____

Thank you for your assistance. Fold the completed survey, fasten, and return it using the preprinted Commission address on the reverse side of this page.

New York State
Legislative Commission on Rural Resources
Legislative Office Building
Albany, NY 12247
(518) 455-2544